

EXHIBIT 9

From: Foley, Douglas M. [dfoley@mcguirewoods.com]
Sent: Thursday, June 11, 2009 1:47 PM
To: John Mannix; Alexandria Lucas
Cc: Jim Avallone; Jim Marcum; Deborah Miller; Fredericks, Ian S; Lazaroff, Kelly A; Blanks, Daniel F.
Subject: RE: Circuit City - 08-35653-KRH Order on Motion for Approval of Agreement Assigning Leases to Creative Realty Management LLC (Bloomingtondale)
Attachments: bloomingdale order.pdf; bloomingdale order exhibits.pdf
Importance: High

John-

The original agreement signed by you is what was submitted with the Order. The only change to the order was to clarify that you owed the entire purchase price since you never paid the deposit. If we have not already provided the estoppel we will provide that to you as Simon had no objection to the form submitted with the order. If you maintain your position and refuse to close we will have no choice but to commence litigation against you immediately and schedule a hearing on Monday to compel performance and for you to show cause why you should not be held in civil contempt of the Bankruptcy Court's order. We will ask the Court to award us damages, including but not limited to, costs and fees in having to do so pursuant to paragraph 5 of the agreement. I ask that you reconsider your untenable position and confirm that you intend to close pursuant to the terms of the order and the agreement ASAP. Best regards,

Doug

-----Original Message-----

From: John Mannix [mailto:jmannix@merchantequity.net]
Sent: Thursday, June 11, 2009 1:33 PM
To: Foley, Douglas M.; Alexandria Lucas
Cc: Jim Avallone; Jim Marcum; Deborah Miller; Fredericks, Ian S; Lazaroff, Kelly A; Blanks, Daniel F.
Subject: RE: Circuit City - 08-35653-KRH Order on Motion for Approval of Agreement Assigning Leases to Creative Realty Management LLC (Bloomingtondale)

Skadden was informed yesterday that the changes to the Assignment and Order were not acceptable to us and that the signature page attached from a previous Assignment was not valid. We do not know why they were submitted to the court despite these objections. Additionally, we do not have an estoppel from the Landlord as was outlined in our offer and listed as an exhibit under the initial Order. Our position is that the Debtor has not performed and the break up fee is now due. Thank you.

From: Foley, Douglas M. [dfoley@mcguirewoods.com]
Sent: Thursday, June 11, 2009 10:07 AM
To: John Mannix; Alexandria Lucas
Cc: Jim Avallone; Jim Marcum; Deborah Miller; Fredericks, Ian S; Lazaroff, Kelly A; Blanks, Daniel F.
Subject: RE: Circuit City - 08-35653-KRH Order on Motion for Approval of Agreement Assigning Leases to Creative Realty Management LLC (Bloomingtondale)